



101823, 421

IPW

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application

PATENT APPLICATION

Inventor: Daniel C. Guterman

Application No.: Not Yet Assigned

Filed Date: Herewith

Title: IMPROVED PROGRAMMING INHIBIT FOR
NON-VOLATILE MEMORY

Customer No. 28554

POWER OF ATTORNEY (REVOCATION OF PRIOR POWERS)

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

Assignee hereby revokes all previous powers of attorney given in the above-identified application and appoints Burt Magen (Reg. No. 37,175) and Larry E. Vierra (Reg. No. 33,809) as our attorneys to prosecute the application identified above, and to transact all business in the United States Patent and Trademark Office connected therewith.

Please recognize or change the correspondence address for the above-identified application to the address associated with **Customer Number 28554**.

Please direct any telephone calls to Burt Magen (415) 369-9660.

SanDisk Corporation, a Delaware Corporation, is the assignee of the entire right, title and interest in the above-identified patent application. We, the undersigned, declare that we have reviewed copies of the documentary evidence establishing chain of title to the patent application identified above from the inventors to the assignee which:

_____ is filed for recordation herewith; or
_____ was recorded at Reel _____, Frames _____; or
 X has been sent for recordation under separate cover, a copy attached herewith.

The undersigned are authorized to sign this document on behalf of the assignee.

(1) Signature: _____

Date: 4/16/04

Name: Charles Van Orden

Title: Vice President and General Counsel

(2) Signature: _____

Date: 4-20-04

Name: Michael Gray

Title: Sr. Vice President and Chief Financial Officer



101823,421

SOLE TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned, Daniel C. Guterman, a resident of 305 Jacaranda Drive, Fremont, California 94539 (hereinafter termed "Inventor"), has invented certain new improvements in:

IMPROVED PROGRAMMING INHIBIT FOR NON-VOLATILE MEMORY

and has executed a declaration for an application for a United States patent disclosing and identifying the invention, the declaration being executed on 4/7/2004

WHEREAS SanDisk Corporation (hereinafter termed "Assignee"), a corporation of the State of Delaware, having a place of business at 140 Caspian Court, Sunnyvale, State of California, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any and all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for

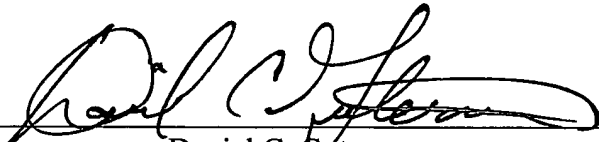
complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, said Inventor's heirs, legal representatives and assigns.

4. Said Inventor hereby warrants and represents that said Inventor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

Dated: _____

4/7/04



Daniel C. Guterman